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Union: **Kingston City Unit, CSEA, AFSCME, AFL-CIO**

Local: **Ulster County Local 856, 1000**

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GEN 16820

AGREEMENT

By and Between the

CITY OF KINGSTON

And

**CSEA, Local 1000 AFSCME,
AFL-CIO**

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 08 2008

ADMINISTRATION

**CSEA
Kingston City Unit
Ulster County Local 856**

January 1, 2006 – December 31, 2007

RECEIVED

AUG 11 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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THIS CONTRACT, made and entered into as of this day of
2006,

by and between

THE CITY OF KINGSTON, NEW YORK, with its principal offices at Kingston,
New York, hereafter referred to as the "EMPLOYER,"
and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO RECOGNIZED AS THE UNION, hereafter referred to
as the "UNION" representing the Kingston City Unit of Ulster County Local
#856.

ARTICLE I

RECOGNITION AND DUES DEDUCTIONS

A. Collective Negotiation Unit

By virtue of satisfactory evidence submitted by the Union, that the Union does present the majority of the employees of the Employer in the Department of Public Works, Recreation Department and City Hall/Bus Drivers, excluding managerial and confidential employees. The Employer hereby recognizes the Union as the sole and exclusive representative for all employees, of all titles within the classes and grades as indicated in Schedule "A", for the purpose of collective negotiations and the settlement of grievances. The period of unchallenged and exclusive representative status for the Union shall be the maximum period of time permitted under the Taylor Law.

B. Employee Definitions

Part-time Employee - Are those who work 50% or less of the normal work day/work week of a full-time employee in the same title or position. Part-time employees receive all leave accruals on pro-rated basis, and hired at the entry salary rate for their title or position and advances on the increment system accordingly. Part-time employee shall pay either union dues or agency fees.

Seasonal Employee

The parties agree that seasonal employees shall not be hired to replace laid off employees. Seasonal employees shall be permitted to work forty (40) hours per week, Sunday through Saturday, and shall not work overtime, unless the overtime rosters have been exhausted. Seasonal employees shall not be employed for more than six (6) months during the calendar year, nor may a task be assigned to seasonal employees for more than six (6) months in a calendar year. Seasonal employees shall receive no benefits and shall pay either union dues or agency fee. The parties agree to setting forth the salary ranges and the length of employment for certain seasonals. (See attached).

Temporary Employees

Can work up to forty (40) hours per week, no overtime, unless the overtime roster has been exhausted and can only work total of four (4) months in any one (1) year. The hiring date and ending date shall be posted with job vacancy notice. Hired at the entry level salary rate, receives no benefits and pays either union dues or agency fee. Temporary employee may be employed for more than four (4) months when said employee is filling in for a permanent employee who is out on disability or Worker's Compensation, approved unpaid leave of absence, or as otherwise agreed by City and Union.

C. New Titles

As to any new titles or positions hereafter created in the Department of Public Works, City Hall, including Passenger Bus Operators and Recreation Department and during the term of this Agreement, the Union shall be entitled to submit the names of qualified personnel for inclusion hereto but subject to the rules and regulations of the Civil Service Law and Municipal Civil Service Commission. In the creation of said new position and titles, the responsibility for setting standards of compensation and other working conditions shall revolve upon the Employer and the Union shall have the right persuasive consultation and recommendations in the matter of setting thereof.

D. Exclusive Representative

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in heretofore defined negotiations unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms of this agreement; to designate its own representatives and to appear before any appropriate official of the district to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any

interference, restraint, coercion or discrimination by the Employer or any of its agents.

E. Orientation Rights

The Employer shall grant exclusivity to Union officers, delegates, members and/or their designated representative's time off without loss of pay or accumulated leave credits to carry on in regards to matters relating to salary terms and conditions of employment, indoctrination of new members and regarding the Union role as exclusive representative.

SECTION 2 - DUES AND AGENCY FEE DEDUCTIONS

A. Exclusivity

The Union shall have the exclusive right to payroll dues and agency shop fee deductions.

B. Dues Deductions

Upon proper written authorization of the Union member employee, the Employer shall deduct uniformly and consistently from the wage of employees regular membership dues and other membership authorized deductions in the amounts so designated.

C. Agency Shop Fees

Commencing the first (1) pay period following the beginning of their employment, all employees covered by this contract who are not members of the Union shall be required to pay to the Union an Agency Fee equivalent to the regular membership dues.

The Employer shall deduct uniformly and consistently from the wages of employees said Agency Fee in the amount so designated.

D. Remittance of Deductions

The Union will indemnify and hold the City of Kingston harmless against any and all claims, demands, suites or other forms of liability that may arise out of or by reason of action taken or not taken by the City of Kingston in reliance

upon dues deduction authorization cards furnished by the employee and/or Union, and agency fee deductions.

The Employer will remit the deductions referred to in B and C above to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

The Employer agrees to remit such monies exclusively for the Union as the recognized exclusive negotiating agent for the employees in the unit.

E. Deduction Changes

If at any time during the life of this contract, the specific amounts of any deduction shall be changed, the Union shall notify the Employer in writing of said change.

F. Employee List

The Employer shall, within thirty (30) days after ratification of this contract, furnish the Union with a complete list of names, home addresses, work locations and titles of all employees in the negotiating unit covered by this Contract and will, within thirty (30) days after the end of each pay period, furnish the Union with a list of names, home addresses, work locations and position titles as newly hired, reinstated or transferred employees, as well as a list of employees who terminated employment in this unit during the preceding period.

ARTICLE II

WORK YEAR - WORK WEEK - WORK SHIFT

SECTION 1 - WORK YEAR

There shall be two hundred sixty (260) work days per year with the exception of Leap Year when the number of work days shall be two hundred and sixty-one (261).

The Employer agrees that no job positions or overtime shall be lost during the term of the contract if the Employer contracts out any work that is appropriate for bargaining unit members.

SECTION 2 - WORKWEEK - PAY PERIOD

A. Workweek

The regular workweek shall be five (5) consecutive days per week, eight (8) hours per day, Monday through Friday, for a total of forty (40) hours except as provided under Section 3 of the Article.

B. Pay Period

The work pay period shall begin at 7:00 a.m. Monday and the pay period shall end at 3:00 p.m. Friday following.

SECTION 3 - WORK PERIOD

A. Department of Public Works

For hourly and bi-weekly employees of the Department of Public Works, the work day shall begin at 7:00 a.m. and end at 3:00 p.m., and shall include one-half (1/2) hour lunch break to be taken at the job site at approximately 11:30 a.m. and one (1) fifteen (15) minute break, supervised by the foreman, at approximately 9:00 a.m. and one (1) fifteen (15) minute wash up time break at 2:45 p.m., unless otherwise provided for herein.

1. Refuse Collection Variance

Employees assigned to a Refuse packer and cardboard truck, recycling truck and paper truck for the collection of refuse on any day refuse collection occurs, shall be employed on a "stint" work day. The work day for these employees shall begin at 6 AM in conjunction with daylight savings time and will end whenever the refuse collection routes scheduled for a particular day have been completed and will constitute a complete work day. Not on stint work crew are the brush truck, board truck, yard waste trucks, white goods and tire collection.

The stint crew work assignments shall be posted by the Superintendent of Public Works and/or designee on November 1st through November 30th annually.

The Superintendent of Public Works and/or designee shall assign each stint work crew assignments during the month of December for the following twelve (12) months or two hundred sixty (260) day work year.

All eligible motor equipment operators and laborers may sign up for more than one (1) stint work crew assignment. The senior most motor equipment operators and laborers shall be given preference, or first consideration, for stint work crew assignments to be assigned by the Superintendent of Public Works

and/or designee. For purposes of work crew assignments, an employee's seniority shall commence as of date of employee's full time hire date.

When an employee assigned to stint work is scheduled for vacation and/or out of work, or on sick leave, disability, workers compensation, personal leave, bereavement leave, family medical leave, the Superintendent of Public Works and/or designee shall assign in inverse order of seniority the least senior motor equipment operator(s) and laborer(s) during that period of the assigned employee's absence.

Employees assigned to sewer maintenance, employees classified as maintenance assistants, and extra heavy motor equipment operators, shall not be assigned to stint work crew assignments unless the Superintendent of Public Works and/or designee has exhausted the list of motor equipment operator(s) and laborer(s) with less seniority.

Temporary and seasonal employees shall not be assigned to stint work crew assignments.

The employer shall provide no less than four (4) garbage trucks and three (3) recycling trucks on a stint crew work day.

There shall be no stint crew work on Friday. All stint work crew employees must report to work on Friday in accordance with the provisions of the contract and Civil Service Law and regulations.

Drivers will be notified, where reasonably possible, of special pickup on their route prior to leaving the garage in the morning. Upon completion of an assigned route, employees shall be required to clean their assigned truck. Employees shall not be permitted to leave work until the assigned route is inspected and the employees released by their supervisors.

From June 1 through August 31, the work day for all Department of Public Works employees, excluding clerical employees, assigned to the sewage treatment plant, and clerical employees assigned at the Department of Public Works, shall be from 6 AM to 2 PM. No shift differential shall be given for this.

Any equipment breakdown that forces an employee on stint work to work after 3:00 p.m. will require overtime payment for time worked after 3:00 p.m.

Upon the signing of this Agreement, stint work in the Department of Public Works shall be eliminated. The City, at its option, may reinstate stint work.

2. Variable Work Hours

In the Department of Public Works there will be variable work hours in the following operations as stated below.

- a. Street cleaning and paint crew - During the months street cleaning is in operation, scheduled hours of 4:00 a.m. to 12:00 Noon will be in effect for street

cleaners and paint crew. Operators of sweepers and paint crew will receive twelve (12%) percent shift differential for the hours of 4:00 a.m. to 7:00 a.m. Effective May 1, 1994, the shift differential for the hours of 4:00 a.m. to 7:00 a.m. shall be \$1.20 per hour. If the operators of the paint crew are required to work after 12:00 noon, he will receive overtime pay for the time worked. Their breaks are as follows:

One fifteen (15) minute break in A.M.
Half hour lunch break - 8:30 to 9:00 A.M.
Wash up at 11:45 A.M.

b. Sewer Crews - Variable work hours will be in effect for prolonged jobs only. A week's notification must be given to the employee requested to work such a variable shift. Personnel problems shall be consideration when assigning personnel to a variable work week. A shift differential of eight (8%) percent between the hours of 4:00 P.M. and 12:00 A.M. (Midnight) and twelve (12%) percent between the hours of 12:00 A.M. and 7:00 A.M. shall be in effect for employees required to work those hours. effective May 1, 1994, a shift differential of .90 cents per hour between the hours of 4:00 P.M. and 12:00 A.M. (Midnight) and \$1.20 per hour between the hours of 12:00 A.M. and 7:00 A.M. shall be in effect for employees required to work those hours.

c. Processing Plant - Variable work hours are in effect at this time and have been put in effect through a mutual meet and confer of effected employees, union representative and the employer. The employer and employees agree to continue the current process and where necessary agree to further changes that may become necessary for processing consistent with Department of Environmental Conservation or mandates.

d. Blacktop Crew - The superintendent of public works and/or designee shall provide thirty (30) days notice of when blacktopping will begin. During this period one (1) street sweeper operator shall work 7:00 AM to 3:00 PM. with scheduling of the assignment contingent on seniority.

e. Summer Hours - Clerical - During July 1st to August 31st, the work day for all clerical employees in the Department of Public Works shall be six (6) hours per day, commencing 9 AM to 4 PM, thirty (30) hours, per week, exclusive of a lunch break as heretofore practiced.

B. Recreation Department

For hourly and bi-weekly employees of the Recreation Department, the work day shall begin at 7:00 A.M. and end at 3:00 P.M., and shall include one-half (1/2) hour lunch break to be taken at the job site at approximately 11:30 A.M., and one (1) fifteen (15) minute break, supervised by the Foreman, at approximately 9:00 A.M. and one (1) fifteen (15) minute wash up break at 2:45 P.M.

In the Recreation Department, the Superintendent of Recreation shall have the authority to vary the work day hours only to conform with the activity schedules during the period Monday-Friday. Shift differential shall be paid where appropriate.

The Superintendent of Recreation shall have the authority to vary the work day hours and the workweek of seasonal employees as follows:

From April 1st to May 31st seasonal employees may work up to 40 hours per week only, and shall not work weekends unless overtime rosters for full time employees have been exhausted.

From June 1st to September 30th seasonal employees may work up to 40 hours weekly and may work weekends.

From October 1st to March 31st seasonal employees may work up to 28 hours weekly and shall not work weekends unless overtime rosters for full time employees have been exhausted.

The Superintendent of Recreation may vary the work week of the Recreation Leaders to cover the twelve (12) week Biddy Youth Basketball Program. In order to vary the work schedule as provided, the Superintendent shall seek volunteers. If employees do not volunteer to cover the program, the Superintendent may assign employees or use part-time or seasonal employees. If the Superintendent can not get volunteers, part-time nor seasonal employees, to cover the program, then those employees assigned shall receive time and a half rate of pay. The work schedule shall provide for five (5) consecutive work days. Weekend work, which is included as part of the normal work for the Recreation Leaders during the twelve (12) week Biddy Youth Basketball program, shall be paid at straight time.

1. Summer Hours

During July 1st to August 31st, the work day for all clerical and administrative unit employees in the Recreation Department shall be six (6) hours per day, commencing 9 AM to 4 PM, thirty (30) hours per week, exclusive of a lunch break as heretofore practiced.

C. City Hall

1. Regular Hours

For hourly and bi-weekly employees of City Hall, including the Engineering Department and Department of Public Works Administrative Office, the work day shall begin at 8:30 A.M. and end at 4:30 P.M., and shall include a one (1) hour lunch break which shall be taken between the hours of 11:00 A.M. and 2:00 P.M. assigned at the discretion of the Department Head.

2. Summer Hours

During July 1st to August 31st, the work day for all clerical employees in City Hall, shall be six (6) hours per day, commencing at 9 AM to 4 PM, thirty (30) hours per week, exclusive of a lunch break as heretofore practiced.

3. Variance to City Hall Hours

The work day and work week for employees assigned to duties of Maintenance, Janitorial, Dog Warden and Meter Personnel shall be assigned, as heretofore practiced and established at the discretion of the Department Head.

4. Dock Master Work Period

Dock Master shall be covered by the hour section of the contract but will have flex hours which shall be scheduled by the City Clerk and/or designee, which shall be subject to review by the Union President.

D. Bus Drivers

1a. Hours for Bus Drivers will be as follows:

Monday through Friday, 6:00 a.m. to 1:00 p.m.

Monday through Friday, 12:00 p.m. to 7:00 p.m.

Saturday, 9:00 a.m. through 6:00 p.m.

1b. Break for Bus Driver - There shall be a break for bus drivers on Saturday of one hour consistent with scheduled changes agreed to by management and the drivers.

2. For bus drivers there will be a three (3) hour minimum time for employees called out for emergency work paid at applicable overtime rates.

3. During snow emergency bus service will be determined at the discretion of the Department Head.

4. All other terms and conditions not covered in this section of the contract shall remain in full force and effect in accordance with the contract.

5. Procedures for emergency communication shall be agreed by the City and Union and be posted in all City buses and bus garage.

E. Urban Cultural Park Coordinator

The Urban Cultural Park Coordinator may work a flexible work schedule to require weekend work and flexible daily work hours. The work hours may be flexed so that the Urban Cultural Park Coordinator will not work in excess of 35 hours per week.

F. Summer Hours Building Safety

The work day for all clerical employees in the Building Safety Department shall be six (6) hours per day, commencing 9 AM to 4 PM, thirty (30) hours per week, exclusive of a lunch break as heretofore practiced.

G. Summer Hours Police

The work day for all clerical employees in the Police Department shall be six (6) hours per day, commencing 9 AM to 4 PM, thirty (30) hours per week, exclusive of a lunch break as heretofore practiced.

SECTION 4 - WORK SHIFT VARIANCE

The regular daily work shift and hours of employment shall not be altered except to meet emergency conditions. The normal work shifts shall be reinstated immediately upon the termination of the emergency.

ARTICLE III
COMPENSATION

SECTION 1 - TITLES AND SALARIES

A. There is attached hereto and made part hereof as Schedule "A" the schedule of annual and per diem salaries which shall be paid for the type, class and grade of employment of the various categories of the employees.

SECTION 2 - COMPENSATION

A. The salaries for bargaining unit employees covered by this agreement shall be modified as follows:

Effective January 1, 2006	Three percent (3%) wage increase
Effective January 1, 2007	Three percent (3%) wage increase

SECTION 3 - SHIFT DIFFERENTIALS

Shift differential shall be \$.90 per hour. Bus drivers shall not be entitled to shift differential. Effective January 1, 2004, the shift differential shall be ten percent (10%).

SECTION 4 - INCREMENTS

Any employee to be entitled to an increment must have been in said employ for a continuous period of one (1) year and must appear on each and every payroll for at least six (6) days in each payroll period or be legally absent if he does not (such as the case of legitimately ill employee who has used up all his sick leave.)

SECTION 5 - LONGEVITY

In the beginning of the 6th, 7th, 8th, 9th, 10th year: \$500 per year
In the beginning of the 11th, 12th, 13th, 14th, 15th year: \$700 per year
In the beginning of the 16th, 17th, 18th, 19th, 20th year: \$950 per year
In the beginning of the 21st, 22nd, 23rd, 24th, 25th year: \$1150 per year
In the beginning of the 26th, 27th, 28th, 29th, 30th year: \$1300
31 years and over - \$1,700

SECTION 6 - PAY PERIODS

A. Employees Payroll Period

The payroll period for employees of the various departments under the jurisdiction of the Department of Public Works Recreation Department and City Hall shall be bi-weekly, and pay warrants issued to said salaried

employees shall be distributed to them on the last Friday of said payroll period. If the last Friday falls on a holiday, then distribution of pay warrants shall be made on the preceding work day. Distribution of pay warrants shall be made at 11:45 a.m. of the last Friday of the payroll period, or as soon after that time as possible.

B. Pay Period Scheduling

Notwithstanding the ending of the payroll periods of the employees, all employee pay day shall coincide and be one and the same.

SECTION 7 - SALARY SCHEDULE ALLOCATION

A. New Employees

All employees hired shall be paid the minimum of the salary schedule applicable as classified.

B. Personnel Termination

Employees covered under this contract who terminate their employment of their own volition and subsequently rehired by the Employer, shall have the same rate of pay as any new employee.

Employees covered under this contract who terminate their employment of their own volition shall be paid their accumulated time.

C. Employees Termination

Employees covered under this contract who are laid off through no fault of their own by the Employer, and are subsequently rehired for the same position previously held within one (1) year from the date of said layoff, shall receive the current salary for the position which was held when their services were terminated.

SECTION 8 - PREMIUM PAY

A. Overtime Pay

1. Bus Drivers and Waste Water Treatment Plant Employees

Bus drivers and Waste Water Treatment employees may accumulate in any year of the contract, no more than eight (80) hours compensatory time (120 hours of straight time). Any compensatory time in excess of 120 hours shall be paid in cash at time and one-half. The compensatory time earned within the calendar year, if not taken off in the calendar year, will be paid in cash at the end of the year. If the employee accumulates the

maximum compensatory time, and thereafter uses compensatory time, the employee may not accumulate additional compensatory time up to the maximum. The current procedure for scheduling compensatory time off shall continue.

2. Employees Assigned to "Refuse Packers"

a. Motor Equipment operators and laborers assigned to "Refuse Packers" and employed in the collection of refuse shall be paid a straight daily wage. No premium overtime pay will be allowed. If these employees finish their refuse collections in less than eight (8) hours, it shall be considered a full day's work, and if it is necessary for these employees to work over eight (8) hours to finish their regular refuse collections, this additional time will be considered as part of their regular work day.

b. Motor Equipment operators and laborers assigned to "Refuse Packers" shall receive time and one-half (1-1/2) for all work on Saturday and/or Sunday except if the employee is absent without leave in a work week in which case time and one-half will be paid for all time worked over forth (40) hours.

3. All Employees

Employees will receive time and one-half (1-1/2) for hours worked, or any part thereof, in excess of the work day, and for all hours worked on Saturday and/or Sunday except if the employee is absent without leave in a work week in which case time and one-half (1-1/2) will be paid for all time worked over forty (40) hours.

4. Creditable Time

No employee will lose overtime except for illegal absenteeism. All paid leave including an unworked holiday shall be considered time worked for overtime purposes.

5. Holiday Work Credit

Any employee called out on a stated holiday shall be paid at the rate of time and one-half (1-1/2) in addition to holiday pay.

6. Work Schedule Change

An employee's regular starting or quitting time will not be changed on a day assigned extra work hours in order to avoid overtime. A change of shift or work week within a pay period may not be used to deprive an employee of overtime he would otherwise have earned in such pay period.

7. Call-In Pay

For Department of Public Works and Recreation Department there shall be a three (3) hour minimum time for employees called out for emergency overtime work paid at applicable overtime rates.

8. Bus Mechanic Stand-by Pay

Bus Mechanics shall be entitled to stand-by pay of \$60 for being on call Thursday through Sunday, during the months January through December. The supervisor of the bus mechanics shall be contacted to determine if it is necessary to call in to work a bus mechanic.

B. Weekend Stand-by Crews

1. For Department of Public Works there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer, one (1) supervisor and (1) foreman. Employees assigned weekend stand-by shall receive a stand-by stipend of Sixty (\$60.) dollars, except that the sewer foreman shall receive a stand-by stipend of One Hundred (\$100) dollars. From April 1, through November 30, there shall be one employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer and one (1) supervisor. Employees assigned weekend stand-by shall receive a stand-by stipend of Sixty (\$60) dollars, except that the supervisor shall receive a stand-by stipend of one hundred (\$100) dollars. From April 1, through November 30th, there shall be one (1) employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation, one employee shall be assigned weekend stand-by crew each weekend on rotating seniority basis.

2. Supervisors on weekend stand-by duty shall receive the same stipend as weekend stand-by crews for tour of weekend stand-by as stated in the preceding paragraph. Additionally, stand-by duty on other than a weekend basis shall be established by seniority whereby the supervisor shall first seek employees on a voluntary basis. If no employee volunteers, then assignment shall be made on the basis of seniority.

3. Motor Equipment Operators on weekend emergency stand-by duty shall be called for emergency duty before the labor/Miniature is called unless the supervisor on duty determines that the Motor Equipment Operator is not needed to do the work.

C. Rest Period

An employee who worked sixteen (16) hours in a twenty-four (24) hour period shall be entitled to an eight (8) hour rest period after the sixteenth hour before he returns to work. Should said eight (8) hour rest period as aforesaid extend into employee's regular workday, he shall be paid his normal daily rate of pay for whatever portion of said eight (8) hour rest period extends into his normal workday.

In the event there is uncompleted work beyond the 16 hours in any 24 hour period any employee may volunteer to work beyond said 16 hour limit, with the approval of the appropriate department head. All work performed beyond the 16 hours rule shall be paid at twice the daily hourly rate. At the end of the extended work period, the employee shall be entitled to the Rest Period Clause, as hereinbefore specified.

D. Rotation of Overtime

1. Department of Public Works

The Department Head shall maintain a seniority list which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose. Due to the specialized nature of the work and because of the familiarity with the job of the employees regular assigned the sewer operation and the traffic control operation shall be extended from this provision.

2. Recreation Department

The Department head shall maintain a seniority list which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose.

If due to the specialized nature of work and because of the familiarity of the job of the employee regularly assigned, said employee shall be excluded from this provision.

3. City Hall

Due to the specialized nature of the work and because of the familiarity with the job of the employees regularly assigned in the various City Hall offices, said employees shall be excluded from this provision. However, the various Department Heads in the City Hall shall attempt to equalize the overtime, where applicable, on an annual basis.

4. Bus Drivers

The Department head shall maintain a seniority list for all full time bus drivers which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose.

The Department shall post such scheduling of all regular overtime and special charter overtime at both city hall and the bus garage.

SECTION 9 - UNIFORMS AND PROTECTIVE GEAR

A. Rain Gear

1. The Employer shall provide one set of rain gear per employee for all employees in the Department of Public Works and the Recreation Department.

2. For the employees of the City Hall, namely parking meter personnel, meter man, dog warden, housing code inspector engineering aide, plumbing inspector and maintenance personnel, the Employer shall provide set of rain gear for each.

3. The employer shall replace all worn rain gear if such gear is turned in for replacement.

B. Uniforms and Safety Gear

1. For the Department of Public Works

The Employer shall provide, at no cost to the employees, for all employees, five (5) sets of uniforms per week, as well as protective gear. Additionally, all mechanics, servicemen, welders shall receive two (2) additional 100% cotton overalls.

Uniforms - Per year of contract all affected employees have:

5 pairs of pants - choice of all cotton or polyester

5 long sleeve shirts

2 sweat shirts

5 short shirts - (Employees can opt for five (5) T-shirts instead of five (5) short sleeve shirts.

Designated Employees:

All foreman - (5) 3 button down golf type short sleeve shirts.

2. For the Recreation Department

The Employer will provide, at no cost to the employees, five (5) sets of uniforms per week, as well as protective gear for all maintenance personnel.

Designated Recreation Department Employees

(Rec. Leaders and Youth Advocates)

1 pair of short pants - 1 pair of coach's pants

2 pairs of sweat pants - 2 coach's shirts

2 sweat shirts - 3 T-shirts

Maximum of \$100 a pair of sneakers per year

3. Work Boots - All Maintenance Employees

Max. of \$100 a pair of 8" boot per year

Max. of \$100 a pair of 6" boot per year

Max. of \$100 a pair of oxford shoes per year

Max. of \$100 a pair of women's boots per year

4. For City Hall

The Employer will provide, at no cost to the employees for the parking meter personnel, meter man, dog warden, passenger bus operator and maintenance personnel, five (5) sets of uniforms per week.

C. Responsibility of Rain Gear, Uniforms and Safety Gear

The items listed in the above Section 9-A and B will be issued under the following conditions:

- 1. Employees will have to sign for the items received**
- 2. Employees will be responsible for the items which they receive.**
- 3. Employees will be required to wear the uniforms and use the protective gear, unless the supply is exhausted or be subject to the following penalties:**

- a. The first time an employee does not have or use his protective gear or his uniform he will receive a warning but will be allowed to work his regular shift.
- b. The second time an employee does not use his protective gear or wear his uniform he will be sent home and lose a day's pay. The penalties listed above for employees not wearing or using protective gear may be imposed automatically without resort to Section 75 or the disciplinary procedure. It is expressly understood that nothing contained herein is meant to limit the employer from imposing discipline under Section 75 and any instance should the employer so choose.
- c. Employees will not be allowed to wear their uniforms or protective gear outside of work except for travel time to and from work.

SECTION 10 - MEAL ALLOWANCES

Any employee who works four (4) hours or more beyond his/her normal work day shall be eligible for an eight (\$8.00) dollar meal allowance.

SECTION 11 - TOOL ALLOWANCE

Any employee holding the title of mechanic or garage foreman shall receive a tool allowance of two hundred (\$200.00) dollars per annum payable the first pay period in January in a separate check. The City agrees that if it requires mechanics to purchase special tools, the City shall purchase these special tools, which will remain the property of the City.

SECTION 12 - PERSONAL VEHICLES - MEAL REIMBURSEMENT

The City agrees to reimburse City employees who are required to drive their own vehicles on City business at the IRS reimbursement rate. The City agrees, where authorized by the Department Head and receipts are provided, the reimbursable meal allowance for employees traveling on approved City business more than thirty (30) miles from City Hall shall be as follows:

Breakfast	\$3.50
Lunch	\$5.00
Dinner	\$6.00

This provision shall not apply to seasonal employees.

ARTICLE IV

HOLIDAYS WITH PAY

SECTION 1 - HOLIDAYS WITH PAY

The following shall be paid holidays for all employees:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Independence Day	Christmas Eve
Labor Day	Christmas Day

*This day shall apply to City Hall employees only, i.e. excluding Bus Drivers, Recreation Dept. employees and Board of Public Works employees.

SECTION 2 - RULES GOVERNING HOLIDAY PAY

A. Weekend Holidays

1. When Christmas and/or New Year's fall on Saturday, the holiday shall be observed on Friday.
2. When Christmas and/or New Year's fall on Sunday, the holiday shall be observed on Monday.
3. When Christmas falls on a Saturday, Sunday or Monday, the Christmas Eve day holidays shall be observed on the last week day before Christmas.

B. Eligibility

1. All employees shall be paid for the above-named holidays unless the employee is absent without leave the day before or the day after the holiday falls. The employee must be a steady and regular employee, working continuously being on each and every payroll for not less than six (6) days out of each payroll period or legally absent.
2. If any of the above holidays fall within the employee's vacation, said employee will be allowed the extra day or half day, with pay.

C. Absence Without Leave Defined

For all purposes any employee shall be considered absent without leave unless on sick, personal or funeral leave, on vacation, on the holiday, on build up time, out under compensation, or on any other legally declared day off by the Employer.

ARTICLE V

VACATION WITH PAY AND SCHEDULING

SECTION 1 - RULES AND APPLICATION

A. The following vacation schedules shall be applicable for all employees covered under this contract without regard to grade or rank and all such vacation time shall be taken in each calendar year (Jan. 1 - Dec. 31) during the term of this contract except that vacation may be rescheduled in the following year in the event management finds scheduling impracticable, an emergency or illness.

B. Overtime shall not be counted in figuring earned vacation.

C. All holidays that the employee is eligible for shall be considered working days for earned vacation.

D. Any employee entitled to earned vacation with pay as outlined below who is laid off due to lack of work, shall be entitled to the amount of vacation based on the number of years of service of the employees.

E. If an employee's vacation period includes any holiday that the employee is eligible for, then said employee shall be allowed the extra day with pay and said extra day shall be taken at the discretion of the Department Head.

F. Earned vacation with pay for the employees of the Department of Public Works shall be taken at the discretion of the Superintendent, the Engineering Department employees at the discretion of the City Engineer, the Recreation Department employees at the discretion of the Superintendent, and City Hall employees at the discretion of the individual Department Heads.

G. All earned vacation time shall be paid an employee, his estate, or his beneficiary upon termination of employment or death, as the case may be.

H. Upon request of the employee, the Employer shall issue, by separate check, on the payday preceding vacation utilization, vacation pay. The

employee must give, for payroll purposes adequate prior notice to his Department Head.

SECTION 2 - VACATION SCHEDULE

A. New hires shall not receive vacation in the first (1st) year of employment. Said employee shall receive ten (10) days vacation on January 1st of the year following the employee's hiring date.

B. Vacation Schedules For All Employees After the First Calendar Year
All employees in their second calendar year of employment shall be entitled to the following vacation:

1. One (1) year up to and including four (4) years of continuous service, ten (10) working days vacation.
2. Five (5) years up to and including eight (8) years of continuous service, fifteen (15) days vacation.
3. Nine (9) years up to and including fourteen (14) years of continuous service, twenty (20) working days vacation.
4. Fifteen (15) years or more of continuous service, twenty-five (25) working days vacation.

C. Selection of Vacation Time

Seniority shall be the basis for the selection of vacation time. Requests for vacation must be submitted no later than May 15th in each calendar year. Exchange of vacation between and among employees will be allowed provided that such exchange does not conflict with the work schedule.

in the event the Department Head finds scheduling is impracticable, unused vacation can be put over to the following year.

Each employee will be allowed to carry over up to ten (10) days vacation to the next year. The carried over vacation must be used in the year following that in which it was earned.

ARTICLE VI

LEAVES WITH PAY

SECTION 1 - SICK LEAVE

A. Sick Leave Credit and Eligibility

1. All employees will receive one (1) day sick leave credit for each month worked, that said employees appear on each and every payroll in the preceding month and has worked at least six (6) days in each payroll period or has been legally absent for time missed in excess of four (4) days during any given payroll period.

2. All employees with earned sick leave to their credit will be paid for absence due to injury, disability or incapacity not contracted in the performance of duty provided said employee submits evidence of his injury or illness in the form of a written report from the attending physician giving diagnosis, pertinent facts describing the disability, injury or illness, certifying that the employee's condition prevents performance of duties and stating the probable duration of disability.

3. In computing sick leave credit, holidays, vacation and legal absences, shall be counted as continuous employment.

4. If an employee of any of the departments covered under this contract is promoted or transferred to another department under this contract, and the employee has earned accumulated sick leave with pay to his credit, this earned sick leave with pay shall stand to his credit in the department he/she transferred from, for one (1) year from date of transfer or transferred to the department in which the employee transferred to.

5. Sick leave will be granted for employees under authority of the same Department Heads as provided in Article V. Section 1. G (Vacation).

B. Sick Leave Accumulation

1. This sick leave credit shall be accumulated after each month of regular and continuous employment at the rate of twelve (12) days per year accumulative to a maximum of one hundred fifty (150) days provided that none of the previously earned accumulated sick leave with pay has been used during the years it was being accumulated. Those employees who, as of May 1, 1994 have accumulated more than 150 days shall be permitted to accumulate up to a maximum of one hundred eighty-five (185) days. If any of those employees fall below 150 days, those employees may accumulate only up to a maximum of 150 days. Employees hired after January 1st, 1998 may accrue up to a maximum of 140 days.

2. Any employee who has been regularly and continuously employed and has accumulated the maximum days earned sick leave with pay, this sick leave will stand at the maximum days until such time as said employee finds it necessary to use whole or part of this accumulated sick leave. If some of the maximum days are used, the employee will begin

again to accumulate sick leave at the rate of one (1) day per month until such time as he has again accumulated the maximum accumulative day.

C. Use of Sick Leave

1. Employees will be granted three (3) days sick leave without a doctor's certificate provided an employee has a minimum ten (10) days sick leave to his credit, and provided that said employee calls in before the regularly scheduled starting time on the day he is to be absent, or in the case of an extreme emergency, as soon as possible on the day he/she is to be absent. However, in the event a pattern of abuse is evident a doctor's certificate may be required at any time.

Employees with seven (7) days or less of sick leave accruals, must submit a doctor's certificate for each day of absence. new employees who have not yet worked long enough to have built up seven (7) days sick leave will be allowed a maximum of two (2) three (3) days illnesses without a doctor's certificate in a ten (10) month period. This amounts to six (6) days in any combination. The Employer will not deduct these days from the new employees' sick leave credits. In effect, the new employee would be borrowing sick leave credits from that which he will be eligible for in the months subsequent to this tenth (10th) month of employment. For whatever amount of sick time the new employee actually used, said employee will be charged sick leave earned for that number of months worked, after this tenth (10th) month. This specifically covers illness without a doctor's certificate only. An employee who is ill and furnished a doctor's certificate is limited only by the amount of sick leave which he has to his credit.

2. The City of Kingston, at its discretion and cost, may require an employee who was absent on extended sick leave, or who is returning to work from disability or Workers' Compensation Leave to be examined by a physician designated by the City before the employee is permitted to return from sick leave. The employee must provide the City with two weeks' notice prior to returning to work so that the necessary medical examination may be scheduled. If the medical examination cannot be scheduled within the two week period, the employee shall be restored to the payroll at the end of the two week period.

3. An employee covered under this contract who is injured in the performance of his duties and is not absent the number of days required for receiving compensation payments, earned sick leave with pay which he has accumulated, shall NOT be paid to said employee unless special dispensation shall be granted the Employer to do so by the State Compensation Board. If such a special dispensation is allowed and payment is made from the employee's accumulated sick leave, should that employee's case be re-opened at any time by himself or the Compensation

Board and said employee receives compensation payments covering the period previously paid by the Employer from his sick leave said employee shall reimburse the Employer for the amount which he was paid according to the payroll records of the Employer upon which reimbursement the employee will be reccredited for sick leave used.

4. If an employee has earned sick leave with pay and he is then laid off due to the lack of work or seasonal employment, this earned sick leave shall stand to this credit, if he is re-hired within one (1) year from the date of his being laid off, otherwise it is automatically canceled.

5. Sick leave accumulated by the employee shall be paid to that employee upon his separation from service with the Employer. The employee must give the Employer thirty (30) days notice of separation. For budgeting purpose, a one (1) year notice requirement is necessary in the case of retirement. This clause shall not apply to employees dismissed for cause. For employees hired after May 1, 1994, shall be eligible for unused sick leave only upon retirement.

6. If an employee dies, all of the employee's accumulated sick leave will be paid to the employee's beneficiary.

D. Extended Sick Leave

Employees shall receive extended sick leave at the rate of ten (10) days for each year of service after the first (1st) year accumulative to one hundred thirty (130) days. This extended sick leave shall be paid at the rate of one-half (1/2) day's pay and only or illnesses exceeding ten (10) days in length and only after said employee has used all his regular sick leave, vacation and/or build-up time.

SECTION 2 - PERSONAL LEAVE

1. Employees will be granted three (3) personal leave days per year. Employees must request personal leave forty-eight (48) hours in advance, except in cases of extreme emergency. All new hires shall receive personal leave on a pro-rata basis during their first year of employment.

a. For the Department of Public Works employees, if, in an extreme case, a request for an additional personal leave is denied, and the employee requesting it feels the denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Board of Public Works as an individual or through the Union so as to explain his need for personal leave. If the Board of Public Works should decide in his favor, said employee will be reimbursed.

b. For Recreation Department employees, if, in an extreme case, a request for additional personal leave is denied, and the employee requesting it feels that denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Recreation Commission as an individual or through the Union so as to explain his need for personal leave. If the Recreation Commission should decide in his favor, said employee will be reimbursed.

c. For City Hall employees, if, in an extreme case, a request for additional personal leave is denied, and the employee requesting it feels the denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Mayor or his designated representative(s) as an individual or through the Union so as to explain his need for personal leave. If the Mayor or his designated representative(s) should decide in his favor, said employee will be reimbursed.

d. If an employee takes a day off and has no leave credits on the books the employee will be subject to disciplinary action under Section 75 of the Civil Service rules and regulations.

SECTION 3 - BEREAVEMENT LEAVE

All employees shall be granted three (3) days with pay when there is death in the immediate family: father, mother, brother, sister, husband, wife, children, in-laws, grandparents and grandchildren, foster children, foster parents, stepchildren and stepparents.

SECTION 4 - FUNERAL LEAVE

1. Time off for funerals of a person other than an immediate family, as defined in bereavement leave shall be granted at the discretion of the Department Head.

2. Any employee who has been asked and has agreed to act as a pall bearer for a funeral shall be granted one (1) day with pay, at the discretion of the Department Head, serving in this capacity.

SECTION 5 - UNION BUSINESS LEAVE

The Employer shall grant an aggregate total of ten (10) working days per year unit-wide for use to the designated Union representative(s) to attend

statewide Union conventions and Union conference activates. The Union shall notify the Employer of employees so designated.

SECTION 6 - LEAVE USAGE

For City Hall employees only: Convert all accruals to hours and all accruals can be taken in hours except vacation, which may be taken in half days. For all other employees, sick days, personal, comp days shall be taken in half days - vacation days shall be taken in whole days.

ARTICLE VII

PENSIONS AND INSURANCE

SECTION 1 - RETIREMENT

All employees shall be covered by the improved 1/50th Retirement Plan and Death Benefit of the New York State Employees' Retirement System under Section 75i.

SECTION 2 - HOSPITALIZATION

A. All employees shall be entitled to the Empire Hospitalization Plan and/or the HMO option for himself and his eligible dependents which will be provided by the Employer at no cost to the employee. Employees enrolling in the Well Care HMO option \$10.00 co-pay.

B. Effective upon ratification of the Agreement, all employees shall contribute no more than ten percent (10%) and in no even more than five hundred dollars (\$500 cap) toward the cost of their medical coverage, based on actual, not projected cost. Any employee who has contributed more than \$500.00 in 2003 shall receive a refund for the amount over \$500.00. Effective January 1, 2004, payments will be \$500.00 divided by 26 paychecks equally for all contributing members of CSEA toward their health insurance.

Retiree health insurance coverage for employees and current retirees, the City agrees to continue to pay the full cost of individual health insurance coverage and fifty percent (50%) of the cost of dependent health insurance coverage plans for all former members of the bargaining unit who have retired and for members of the bargaining unit who retire from the City with at least ten (10) years of service.

C. Health Insurance Buy-Out Option - The City shall provide a yearly Health Insurance Buy-Out Option to all employees of the Bargaining Unit. Employees who have single coverage enrollment shall be eligible for a payment of \$1500. Employees who have family coverage enrollment shall be eligible for a payment of \$3000. Retirees having single coverage enrollment shall be eligible for a payment of \$1500.

D. Employees on unpaid leave of absence for other than medical reasons shall not receive health insurance.

SECTION 3 - DENTAL PLAN

All employees shall be entitled to the Guardian Dental Plan for themselves and their eligible dependents which will be provided by the Employer or at no cost to the employees.

SECTION 4 - OPTICAL PLAN

All employees shall be entitled to the Guardian Optical Plan for themselves and their eligible dependents which will be provided by the Employer or at no cost to the employees.

SECTION 5 - DISABILITY INSURANCE

Effective January 1, 1986, the City shall provide Disability Insurance for all employees in the bargaining unit.

When an employee is disabled and out of work, such employee shall be allowed to use sick leave in addition to receiving disability benefits, use disability benefits to reduce the amount of sick leave used, or disability benefits separately, without loss of sick time. The options used any or all of the above shall be at the discretion of the employees in order of desire. In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee weekly with the portion of the sick leave used in each week which is paid for by the employee's disability check.

SECTION 6 - EMPLOYEE ASSISTANCE PROGRAM

There shall be established an employee assistance program, the cost of which shall be borne by the employer, and the administration of which shall be discussed with the employee unit.

ARTICLE VIII

ADMINISTRATION RIGHTS

SECTION 1 - REPRESENTATION

1. The Employer recognizes the right of the employee represented by the Union to designate representative of the Union to appear in their behalf in negotiations as to working conditions, grievances, and as to the terms and conditions of written agreements covering employment and the terms thereof.

The Employer further recognizes the right of the Union to communicate directly with its member employees during working hours only in cases of extreme emergencies and only so long as such discussions shall not interfere with the carrying out by said employees of their regular duties.

2. Officers of the Union who have been designated by it to affect adjustment of grievances or assist in the administration of this agreement shall be allowed a reasonable amount of time free of their regular duties to carry out such obligation, but always provided such work is not interfering with the regular duties of such employee.

SECTION 2 - BULLETIN BOARDS

The Employer agrees to make available bulletin boards at all appropriate work locations and/or place of assembly of the employees. The number, size and location to be decided jointly by the appropriate Employer representative and a representative of the Union. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, posting of vacancies and job openings for any and all matters relating exclusively to Union business.

SECTION 3 - GRIEVANCE PROCEDURE

A. Right of Representation

1. When requested by an employee, the President of the Union or his designated representative may assist in the presentation of an alleged or actual grievance with reasonable amount of time off during working hours without charging to other accumulated leave credits.

2. If the employee elects to present his own grievance without the assistance of the Union, the Employer agrees to permit a representative of

the Union to be present at any and all meetings to be held in connection with the representation of such grievance and to decide the issue. The representative of the Union shall be granted the necessary time off without charge to accumulated leave credits.

B. Procedure

The term "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement. Grievances shall be processed as follows:

Step 1 - The Union shall submit a written grievance, within thirty (30) calendar days of its occurrence or when the Union should have known of the occurrence to the department head, who shall render a written decision within ten (10) calendar days.

Step 2 - If the Union is not satisfied with the department head's decision, or if no response is received, the Union shall submit the grievance, within ten (10) calendar days of receipt of the department head's decision, or within ten (10) calendar days when the department head's decision should have been received, to the Mayor, who shall render a written decision within ten (10) calendar days.

Step 3 - If the Union is not satisfied with the Step 2 decision, or if no response is received, the Union may file a demand for arbitration within thirty (30) days of receipt of the Step 2 decision, or within thirty (30) days of when the Step 2 decision should have been received, with the American Arbitration Association.

The time limit set forth herein may be extended by mutual agreement, in writing.

The arbitrator shall not have the power to amend, modify or alter any terms and/or conditions of this Agreement, nor shall any decision he may render oblige either party to amend, modify or alter any terms and/or conditions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The parties agree to share mutually the cost of the arbitrator.

ARTICLE IX

LABOR/MANAGEMENT RELATIONS

SECTION 1 - LABOR/MANAGEMENT COMMITTEE

A. Three (3) Labor/Management Committees, one (1) from the Department of Public Works, Recreation Department and City Hall shall be established to periodically meet and review problems of mutual concern to either party and to recommend changes in any procedure, operation or the implementation thereof. These Committee meetings shall take place after working hours and the scheduling for these meetings will be subject to a five (5) day notice served by either party on the other.

B. Each committee shall be composed of two (2) members appointed by the Union and two (2) members appointed by the Employer, plus one (1) member mutually agreed upon by both the Union and the Employer.

C. The Employer and/or Union shall, with the consent of the other, be empowered to call meetings of the Unit Representative, Unit President, Employer Representative and effected employees as determined by the employee unit, to meet and confer on the procedures or practices of any administered term or condition of this agreement. Should these meetings result in unanimous consent of problems discussed and such result in a written memorandum, said memorandum shall have the full force and effect of this contract.

SECTION 2 - IN-SERVICE TRAINING PROGRAM

The Employer agrees to institute an In-Service Training Program whereby all eligible employees shall be given on the job training on all equipment used by the Employer for the purpose of preparing said eligible employee for advancement.

SECTION 3 - TUITION REIMBURSEMENT

Any employee who desires to undertake courses of study which are job related shall upon the approval of the City receive full reimbursement for tuition and books provided the employee successfully completes the course, and provided that the City Council has appropriated the necessary funds.

SECTION 4 - LUNCH/LOUNGE ROOM

The City agrees to set up a Joint Labor/Management committee to find a site to provide a lunch/lounge room for all City employees in all City departments.

ARTICLE X

RIGHTS OF EMPLOYEES

SECTION 1 - NON-DISCRIMINATORY - NON-REPRISAL RIGHTS

A. Right of Membership

1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or its agents.

2. Employees may join or refrain from joining or take an active role in the activities of the Union without fear of coercion, reprisal or penalty from the Employer or its agents.

B. Right of Independent Action

An employee may bring matters of personal concern to the attention of the Employer's representative and officials in accordance with applicable laws and rules and may choose his own representatives to, or unilaterally, present a grievance for appeal proceedings, except that the Union must be present at all such proceedings, and it must be informed immediately of any decisions surrounding such case.

SECTION 2 - TENURE

All employees in the labor and non-competitive classes after one (1) year of employment, shall be accorded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension. Employees who are terminated under Section 75 of the Civil Service Law for cause, shall not be paid for any leave accruals.

SECTION 3 - SENIORITY

For the purpose of this contract, seniority shall be determined from the date of first hire by the employer, and so long as the employee continues in City employment. Seniority shall be the factor for assigning overtime, vacations, working out of title, promotions,* transfers, layoffs and recalls.

Seniority shall not be a factor for filling laborer classification vacancies in the Department of Public Works and the Recreation Department.

*The City shall have the right to select one of the two most senior employees (1 out of 2) with regards to promotions to the positions above

laborer within the Department of Public Works and Recreation Department. Competitive class employees shall be in accordance with Civil Service rules and regulations (1 out of 3).

SECTION 4 - PROMOTIONS AND TRANSFERS

A. Notice of Vacancies

1. The President of the Union shall be notified immediately of any vacancy or new position to be filled.
2. This notice shall be given to the President of the Union at least two (2) days prior to the posting of such vacancy or new position, and the posting shall remain on the bulletin boards for at least ten (10) days prior to the filling of such new or vacant position.
3. Appointments to the positions in the competitive class shall be in accordance with Civil Service rules and regulations. (One out of three).
4. In the event such vacancies or new positions are of the competitive nature, requiring written examinations, the Employer agrees to request a promotional examination from the Kingston City Civil Service Commission or successor thereof in order to give the present employees of the Employer an opportunity to complete for the same. The Employer agrees to notify the President of the Union of the person so appointed to such vacancy or new position simultaneously with the assignment of the employees.

B. Transfers

Any employee transferred to another Department shall be with the consent of the employee affected thereby.

C. Managerial Promotion

If any employee is elevated to a position of management and then decides to return within one (1) year of said date of elevation to his original status in the non-managerial area, the employee shall return to this original position with the full seniority status as though he had not left the original employment.

D. Out-of-Title Work Clause

No person shall be employed under any title not appropriate to the duties to be performed and no person shall be assigned to perform the duties of any position unless he or she has been duly appointed or promoted to such position in accordance with the provisions of the Civil Service Law. Any employee assigned temporarily to perform duties of a higher classification, in an emergency situation, shall be compensated at a higher rate of pay. All employees, upon assignment by their supervisors, shall perform duties normally assigned to lower classifications, and when doing so shall be paid at their normal rate.

SECTION 5 - EXTENSION OF VACATION, LONGEVITY, AND INCREMENT

RIGHTS

If an employee has used up his earned vacation and sick leave, with pay, and he then furnishes the Employer a doctor's certificate stating that the employee is not fit to return to his work, his rights as to vacation, with pay, longevity and increments of pay shall not be forfeited. This extension of rights shall be for only a specified length of time as the employee may in each case, determines, and the employee upon reporting back to work should present the doctor's certificate stating that said employee is fit to resume his duties. This extension of rights shall apply to only those employees who have worked continuously for twenty-four (24) months or more previous to their illness.

SECTION 6 - LAYOFFS

A. Competitive Classification

When an employee in a competitive civil service classification is laid off due to a reduction in the work force, such lay off shall be implemented pursuant to the procedures of the rules and regulations of the Kingston Civil Service Commission and the Civil Service Law.

B. Non-Competitive and Labor Classification

When an employee is in the non-competitive or labor classification is laid off due to a reduction in the work force, such employee shall be permitted to exercise his/her seniority rights within the Department he/she is currently working to bump (replace) an employee with less seniority. Such employee may bump any employee in the same job classification within the Department he/she is currently working, provided the bumping employee has greater seniority and is able to perform the work required.

When additional help is required, the employee so laid off in accordance with preceding section shall be the first employees called back on the basis of their seniority; that is, the last one laid off will be the first one called back. The Employer agrees to notify the employees recalled by Registered Letter, with a copy of same to the President of the Union, giving the recalled employee at least five (5) days to reply to the recall letter. In the event the recalled employee fails to report as specified herein, such failure shall be considered a declination by said employee. All employees laid off in accordance with the preceding paragraph will be offered an opportunity to return to employment, if such condition should prevail before the Employer will recruit from the general public.

ARTICLE XI

CITY HALL EMERGENCY CLOSING

In the event that it becomes necessary for management to declare that City Hall must be closed due to an emergency, the fact that City Hall employees do not work shall not be deemed to provide an equal amount of time off for DPW, recreation or sewage treatment plant employees or bus drivers.

ARTICLE XII

COMPATIBILITY WITH LAW

A. Past Practice

All existing rules and regulations of the Employer not inconsistent herewith shall remain in full force and effect and may be further added to or subtracted from as the Employer may in their uncontrolled judgment determine from time to time.

B. No Strike Provision

The Union acknowledges pursuant to Section 210 of the Civil Service Law of the State of New York and the public employees so presented by it and the Union itself agree not to engage in strikes against the Employer and further agree not to cause, instigate, encourage, or condone such strikes and pledges for itself and its membership that it will not engage in strikes nor any activity which will or may tend to cause, instigate, encourage or condone a strike, slow down, or other activity which will have similar or like effect.

C. Mandated Provision of the Law

Notice, as provided by Section 204A of the Civil Service Law as amended:
"IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XIII

DUE PROCESS HEARING PROCEDURE

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York Civil Service Law) or judicially imposed mandate, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an arbitrator or hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. If the parties are not able to agree on an arbitrator, PERB will be contacted; and in all cases, the rules of PERB shall apply.
2. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

ARTICLE XIV

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

SECTION 1 - PURPOSE

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

SECTION 2 - DEFINITIONS

- A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve (12)

weeks of leave per year under particular circumstances. Leave may be taken:

- * Upon the birth of the employee's child;**
- * Upon placement of a child with the employee for adoption or foster care;**
- * When the employee is needed to care for a child, spouse or parent who has a serious health condition; or**
- * When the employee is unable to perform the functions of his/her position because of a serious health condition.**

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the Employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

- 1. Any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or**
- 2. Any period of incapacity that requires absence from regular daily activities of more than three (3) days and that involves continuing treatment by (or under supervision of) a health care provider.**

C. "Leave" time may be paid or unpaid, see discussion below.

SECTION 3 - RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the Corporation Counsel.

SECTION 4 - SCOPE

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

SECTION 5 - ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

SECTION 6 - LEAVE OF ABSENCE: PAID OR UNPAID

- A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.
- B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.
- C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

SECTION 7 - EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12 week maximum described herein, the department head, at the department head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

SECTION 8 - PERMISSION AND DOCUMENTATION

- A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

The Employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the Employer has reason to doubt the initial medical certification.

If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

B. If medically necessary for a serious health condition of the employee of his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

SECTION 9 - NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

SECTION 10 - COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

SECTION 11 - PROCEDURES

A. Completion of Request for Family and Medical leave of Absence Notice:

A request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Office of the Corporation Counsel. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

SECTION 12 - RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

SECTION 13 - EFFECT OF LABOR AGREEMENT

It is the intent of the Employer to provide the standards as articulated in the federal FMLA and as detailed herein.

SECTION 14 - CHANGE IN POLICY

The City reserves the right to modify this policy as necessitated by law.

ARTICLE XV

ALCOHOL AND DRUG TESTING PROCEDURE

SECTION 1 - FHWA REGULATIONS

1.1 Compliance with FHWA Regulations: Where applicable, the Employer's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,001 pounds or are designed to transport sixteen (16) or more passengers or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383.

1.2 Implementation Date of FHWA Regulations: The program and its procedures shall not be implemented until January 1, 1995.

1.3 All CSEA Bargaining Unit employees shall be required to undergo drug and alcohol testing upon a determination that reasonable suspicion regarding an employee's use of drugs and/or alcohol. The determination of reasonable suspicion shall be made by the employee's designated supervisor, who shall be the highest level and most impartial individual practicable for such responsibility. All notices, testing procedures and results of a positive test, shall be in accordance with the provisions set forth under Article XVI, Alcohol and Drug Procedures.

SECTION 2 - FTA REGULATIONS

2.1 Compliance with FTA Regulations: Where applicable, the Employer's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Transit Administration regulations, 49 CFR Parts 653 and 654, as they pertain to employees operating non-revenue service vehicles which are required to be operated by a holder of commercial drivers license, operating a revenue service vehicle, controlling dispatch or movement of a revenue service vehicle, maintaining a revenue service vehicle or equipment used in revenue service, or carrying a firearm for security purposes.

2.2 Implementation Date of FTA Regulations: The program and its procedures shall not be implemented until January 1, 1995.

SECTION 3 - NOTICE REQUIREMENTS

3.1 Employer's Policy: The Employer shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and

procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana, cocaine, opiates, amphetamines and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

3.2 Alcohol & Drug Information: The Employer shall provide detailed educational material to each covered employee which explains the requirements of the federal regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382.601(b), Part 654.71(b) and Part 653.25, including but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

3.3 Required Tests: The Employer shall provide a detailed description of alcohol and drug testing requirements to each covered employee which explains the requirements of the federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing.

3.4 Requirement for Notice: In accordance with the requirement in the federal regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by federal regulations.

SECTION 4 - TESTING PROCEDURES

4.1 Tests for Alcohol:

4.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the

National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

4.1.2 The supervisor of an employee who is to be tested shall not administer the test.

4.1.3 In accordance with the federal regulations, the person designated to make the determination of reasonable suspicion shall not administer the test.

4.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

4.1.5 Each alcohol test shall be reviewed by the Drug/Alcohol Program Manager to ensure compliance with all procedures set forth in this agreement as well as all federal regulations, including the validity of the test. Any employee adversely affected by an invalid test will be made whole for all losses by the Employer.

4.2 Tests for Prohibited Drugs:

4.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

4.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test.

4.2.3 If the test result of the primary specimen is positive, the employee may request that the Medical Review Officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, Sections 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33 (f). If the second test is negative, the Employer will pay the cost of the second test.

4.2.4 Visual observation of urination shall not be required except as expressly provided for in the federal regulations. When visual observation is required, the observer shall be of the same gender as the employee.

4.2.5 In accordance with the federal regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

4.2.6 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site. Such

time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

4.2.7 Each drug test shall be reviewed by the Drug/Alcohol Program Manager to ensure compliance with all procedures, as well as all federal regulations, including the validity of the test.

SECTION 5 - RANDOM TESTING

5.1 Random Alcohol Tests: The Employer shall not administer random alcohol testing to more than the required percentage of employees as determined by the annual rate of positive tests for all employees covered by the federal regulations.

5.2 Random Drug Tests: The Employer shall not administer random drug testing to more than 50% of the employees annually covered by the federal regulations.

5.3 Selection of Employees: The Employer shall select employees for testing only through a computer based random number generator utilizing an appropriate employee identification number. Upon request, the Employer shall provide the Union with a list of all employees tested, as well as the computer generated list, so the Union could check on randomness.

SECTION 6 - REASONABLE SUSPICION TESTING

6.1 Determination of Reasonable Suspicion: The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") must be the highest level and most impartial individual practicable for such responsibility.

6.2 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or use of prohibited drugs, and as soon as practicable after an order to test is given, without causing a delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.

6.3 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

6.4 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuses of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve (12) months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test.

6.5 Right to Representation: When a decision is made to test, the employee shall be given a reasonable opportunity to consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 7 - POST-ACCIDENT TESTING:

7.1 Right to Representation: When a test is required, the employee shall be advised that the employee shall be given a reasonable opportunity to consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 8 - CALL-IN PROCEDURE

8.1 In the event an employee is called for overtime, the employee will have an opportunity to acknowledge the unavailability for work.

SECTION 9 - CONSEQUENCES OF POSITIVE TEST

9.1 When an employee tests positive for drugs, the MRO will contact said employee. If, after a good faith effort, the MRO cannot locate and/or get the employee to come for private discussion, the MRO will contact the DAPM to notify the employee with the positive finding.

9.2 An employee who tests positive for prohibited drugs will incur a 30 day suspension without pay. The MRO will direct the employee to EAP for evaluation and assistance by a SAP. After two occasions of a positive test for prohibited drugs, the Employer will seek to terminate the employee pursuant to Section 75 of the New York State Civil Service Law (NYSCSL).

9.3 An employee who tests positive for alcohol at the level of .04 or higher will incur a 30 day suspension without pay. The MRO will direct the employee to EAP for evaluation and assistance by a SAP. After two occasions of a positive test for alcohol at the level of .04 or higher, the Employer will seek to terminate the employee pursuant to Section 75 of the NYSCSL.

9.4 When an employee tests positive for alcohol at the levels between .02 and .04 during a 12 month period, the employee will incur the following penalties:

- 1st occasion - 5 day suspension without pay
- 2nd occasion - 10 day suspension without pay
- 3rd occasion - 15 days suspension without pay

The Employer will advise the employee to seek assistance from the EAP.

9.5 Employees may not use their accrued leave time to substitute for suspensions without pay.

SECTION 10 - REFERRAL, EVALUATION AND TREATMENT

10.1 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

10.2 Employee Assistance Program: The Employer shall make available and adequately fund an Employee Assistance Program capable of evaluating and resolving problems associated with the misuses of alcohol and use of prohibited drugs.

10.3 Rehabilitation Program: The Employer shall make available a rehabilitation program through established health insurance programs. If such a program is not available through the employee's insurance, the Employer shall cover the costs of a rehabilitation program comparable to that provided through the New York State Health Insurance Program. The employee shall be responsible for any additional costs for and associated with any treatment program in which the employee participates.

10.35 Any costs involving the use of SAP under the regulations shall be borne by the employee's health insurance.

10.4 Leave of Absence: A leave of absence will be allowed for treatment on an in-patient or out-patient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation leave credits, holidays and other accrued leave time up to the limits set forth in the collective bargaining agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

10.5 Return to Work: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program may only occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the Substance Abuse Professional.

SECTION 11 - FOLLOW-UP TESTING

11.1 Frequency: In accordance with federal regulations, the number and frequency of follow up tests shall be as directed by the Substance Abuse Professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function.

The Employer shall not impose follow up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow up testing shall not in any event exceed sixty (60) months from the date of the driver's return to duty.

SECTION 12 - PREVIOUS POLICIES AND PROCEDURES

12.1 Any policies and procedures pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the federal regulations, shall be superseded by the procedures set forth by the federal regulations, and the City of Kingston Anti-Drug and Alcohol Misuse Plan. The City of Kingston and CSEA will meet on a quarterly basis during the first year following the effective date of this agreement and the City of Kingston Anti-Drug and Alcohol Misuse Plan, to address any unanticipated problems that may arise as a consequence of initiating the federally mandated drug and alcohol testing. Thereafter, the parties may meet as necessary in order to resolve unanticipated or unexpected problems related to the drug and alcohol testing.

SECTION 13 - SAVINGS CLAUSE

13.1 In the event that any portion of this agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

13.2 Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this agreement involved.

ARTICLE XVI

TERM OF AGREEMENT

This contract shall be for a period of three (3) years, commencing January 1, 2002 and terminating December 31, 2005. Negotiations for successor agreement to become effective January 1, 2005 shall commence at a mutually accepted date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

APPROVED AS FORM

BY: _____
CITY OF KINGSTON, NEW YORK

ATTEST (SEAL)

BY: _____
CITY CLERK

KINGSTON CITY UNIT, ULSTER COUNTY LOCAL CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

FOR CSEA

LABOR RELATIONS SPECIALIST

UNIT PRESIDENT

Kingston Professional Fire Fighters Association Local 461
P.O. Box 1233
Kingston NY 12401

MEMORANDA OF AGREEMENT

The negotiation committees of the City of Kingston and the Kingston Professional Fire Fighters Association, IAFF, Local 461, AFL-CIO have engaged in negotiations to arrive at a new collective bargaining agreement ("collective bargaining agreement") and have agreed to the following modifications to the collective bargaining agreement subject to ratification by the following parties:

1. All of the provisions of the collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement ("MOA")
2. Revise the term of the bargaining agreement in Article XI from "January 1, 2004 to December 31, 2007" to January 1, 2008 to December 31, 2011.
3. Revise Article IV, section 1, schedule A of the collective bargaining agreement to reflect the following wage increases for all employees of the Kingston Fire Department, covered under this bargaining agreement;
Effective January 1, 2008, increase all wages by 3.25%
Effective January 1, 2009, increase all wages by 3.25%
Effective January 1, 2010, increase all wages by 3.25%
Effective January 1, 2011, increase all wages by 4.25%
4. Revise Article XIV, section 1, (b) to reflect "EMPIRE PLAN", that all employees hired prior January 1, 2008, enrolled in the Empire Plan, will now pay 10% of their actual cost of medical insurance up to a one-thousand dollar (\$1000.00) cap on annual contributions. Employees hired after January 1, 2008 shall pay the following schedule; First year of employment shall be 10% of the actual cost of insurance with a fourteen-hundred dollar (\$1400.00) cap. Their second year they will pay 10% of the actual cost of insurance with a twelve-hundred seventy-five dollars (\$1275.00) cap. Their third year they will pay eleven-hundred twenty-five dollars (\$1125.00) cap. Their fourth year they will pay one thousand dollars (\$1000.00) cap or whatever the cap will be for members hired prior to January 1, 2008.
5. Add to Article XIV, section 1, (c) to reflect MVP Plan, that all employees hired prior to January 1, 2008, enrolling in the MVP 25 plan, will pay 10% of the actual cost of insurance up to a seven-hundred (\$700.00) cap. The employee shall receive a reimbursement of their co-pay of twenty-five dollars (\$25.00) by the City. Employees hired after January 1, 2008 enrolling in the MVP 25 Plan shall pay the following contribution; First year of employment shall be 10% of the actual cost of insurance with a seven-hundred (\$700.00) cap. Their second year they will pay 10% of the actual cost of insurance with a six-hundred (\$600.00) cap. Their third year they will pay 10% of the actual cost of insurance with a five-hundred (\$500.00) cap. Their fourth year they will pay 10% of the actual cost of insurance with a four-hundred (\$400.00) cap. Their fifth year they will pay 10% of the actual cost of insurance with a three-hundred (\$300.00) cap. Their sixth year they will pay 10% of the actual cost of insurance with a two-hundred (\$200.00) cap. Their seventh year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their eighth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their ninth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their tenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their eleventh year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their twelfth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their thirteenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their fourteenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their fifteenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their sixteenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their seventeenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their eighteenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their nineteenth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their twentieth year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their twenty-first year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their twenty-second year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. Their twenty-third year they will pay 10% of the actual cost of insurance with a one-hundred (\$100.00) cap. 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00) cap. Second year employees will pay 10% of the actual cost
with a nine-hundred seventy-five dollar (\$975.00) cap. Third year
actual cost if insurance with an eight-hundred
employees will pay 10% of the
what ever

Kingston Professional Fire Fighters Association Local 461
P.O. Box 1233
Kingston NY 12401

MEMORANDA OF AGEEMENT

The negotiating committees of the City of Kingston and the Kingston Professional Fire Fighters Association, IAFF, Local 461, AFL-CIO have engaged in negotiations to arrive at a successful agreement to the January 1, 2008 through December 31, 2011 collective bargaining agreement ("collective bargaining agreement") and have agreed to the following modifications to the collective bargaining agreement subject to ratification by the respectful parties:

1. All of the provisions of the collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement("MOA")
2. Revise the term of the bargaining agreement in Article XI from "January 1, 2004 to December 31, 2007" to January 1, 2008 to December 31, 2011.
3. Revise Article IV, section 1, schedule A of the collective bargaining agreement to reflect the following wage increases for all employees of the Kingston Fire Department, covered under this bargaining agreement;
Effective January 1, 2008, increase all wages by 3.25%
Effective January 1, 2009, increase all wages by 3.25%
Effective January 1, 2010, increase all wages by 3.25%
Effective January 1, 2011, increase all wages by 4.25%
4. Revise Article XIV, section 1, (b) to reflect "EMPIRE PLAN", that all employees hired prior January 1, 2008, enrolled in the Empire Plan, will now pay 10% of their actual cost of medical insurance up to a one-thousand dollar (\$1000.00) cap on annual contributions. Employees hired after January 1, 2008 shall pay the following schedule; First year of employment shall be 10% of the actual cost of insurance with a fourteen-hundred dollar (\$1400.00) cap. Their second year they will pay 10% of the actual cost of insurance with a twelve-hundred seventy-five dollars (\$1275.00) cap. Their third year they will pay eleven-hundred twenty-five dollars (\$1125.00) cap. Their fourth year they will pay one thousand dollars (\$1000.00) cap or whatever the cap will be for the members hired prior to January 1, 2008.
5. Add to Article XIV, section 1, (c) to reflect MVP Plan, that all employees hired prior to January 1, 2008, enrolling in the MVP 25 plan, will pay 10% of the actual cost of insurance up to a seven-hundred (\$700.00) cap. They will also receive a reimbursement of their co-pay of twenty-five dollars (\$25.00) down to ten dollars (\$10.00) by the City. Employees hired after January 1, 2008 enrolling in the MVP 25 Plan shall pay the following contributions; First year employee shall pay 10% of the actual cost of insurance with an eleven-hundred

dollar (\$1100.00) cap. Second year employees will pay 10% of the actual cost of insurance with a nine-hundred seventy-five dollar (\$975.00) cap. Third year employees will pay 10% of the actual cost of insurance with an eight-hundred twenty-five dollar (\$825.00) cap. Fourth year employee will pay 10% of the actual cost of insurance with a seven-hundred dollar (\$700.00) cap or what ever the cap will be for the employees hired prior to January 1, 2008.

6. Revise Article XIV, section 4, that the City will pay a five-thousand dollar (\$5000.00) to employees opting to "Buy-Out" their health insurance. The employee has to show prior proof of other insurance coverage, .
7. Add to Article XIV, section 5, to reflect that if there are two spouses working for the City, only one may choose the insurance buy-out. They must either take one of the family plans offered by the City or they can opt to take two single plans.
8. Add to Article XIV, section 6, Employees of the Kingston Fire Department must work ten (10) consecutive years to be eligible to receive retirement health coverage.
9. Revise Article IV, section 8, to reflect the removal of the phrase "additional twenty-five cents (\$.25) per hour differential" to one thousand dollars (\$1000.00) added to their base pay.
10. Add to Article IV, section 10, to reflect that all employees of the Kingston Fire Department, covered under this agreement, will participate in a supervised mandatory physical fitness program. For participation in the program they will receive three-hundred dollars (\$300.00) in their base pay.
11. Add to Article IV, section 11, to reflect that eligible employees shall receive a three hundred dollar (\$300.00) advanced educational incentive to be added to their base pay.
12. The City and the Union agree to present discipline procedures.
13. Revise Article X, section 3, to reflect that the City agrees to offer to a retirement plan in accordance with Chapter 674, section 384-d and 375-i and 375-j of the Retirement and Social Security Laws of the State of New York.

Mayor James Sottile

Local 461 President Michael Sass



date

9/27/08



date

9/27/08

I have to before me this 27th day of September, 2007



JANET K. HIGGINS
Notary Public, State of New York
No. 01H14283985
Qualified in Ulster County
Commission Expires Sept. 30, 2009

Fire Contract 2008 - 2011

		<u>Annual Cost</u>	<u>4 Year Cost</u>
Refer to Memoranda of Agreement	#3	103,268.49	
		106,624.72	
		110,090.02	
		148,642.70	468,625.93
	#9	25,440.00	101,760.00
	#10	19,200.00	76,800.00
	#11	15,000.00	60,000.00
	#13	14,800.00	59,200.00
			391,410.00 (over 10 years)
	#4 & #5	28,100.00	112,400.00 City will receive

**CITY OF KINGSTON
SALARY SCHEDULE 2008 - 2011**

Leap Year 366 Days

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 1													
Cleaner	Step1	22,321	856.16	22,991	881.85	23,681	905.82	24,391	935.55	25,123	963.62	26,128	1,002.16
Receptionist	Step2	23,383	896.89	24,085	923.80	24,807	948.91	25,552	980.06	26,318	1,009.46	27,371	1,049.84
	Step3	24,552	941.74	25,289	969.99	26,048	996.36	26,829	1,029.06	27,634	1,059.93	28,739	1,102.33
	Step4	25,406	974.49	26,169	1,003.73	26,954	1,031.02	27,762	1,064.86	28,595	1,096.80	29,739	1,140.67
	Step 5	26,262	1,007.29	27,049	1,037.51	27,861	1,065.72	28,697	1,100.69	29,558	1,133.72	30,740	1,179.06
	Step 6	27,114	1,040.01	27,928	1,071.21	28,766	1,100.33	29,629	1,136.44	30,518	1,170.54	31,738	1,217.36
GRADE 2													
Clerk	Step1	24,847	953.05	25,593	981.64	26,361	1,008.33	27,151	1,041.42	27,966	1,072.66	29,085	1,115.57
Deputy Registrar	Step2	26,026	998.26	26,807	1,028.21	27,611	1,056.16	28,439	1,090.82	29,292	1,123.55	30,464	1,168.49
	Step3	27,328	1,048.19	28,148	1,079.63	28,992	1,108.98	29,862	1,145.38	30,758	1,179.74	31,988	1,226.93
	Step4	28,182	1,080.94	29,027	1,113.37	29,898	1,143.64	30,795	1,181.18	31,719	1,216.61	32,988	1,265.28
	Step 5	29,036	1,113.70	29,907	1,147.11	30,804	1,178.30	31,728	1,216.97	32,680	1,253.48	33,987	1,303.62
	Step 6	29,889	1,146.42	30,785	1,180.81	31,709	1,212.91	32,660	1,252.72	33,640	1,290.30	34,986	1,341.91
GRADE 3													
Janitor	Step1	24,977	958.01	25,726	986.75	26,498	1,013.58	27,293	1,046.85	28,112	1,078.25	29,236	1,121.38
	Step2	26,167	1,003.67	26,952	1,033.78	27,761	1,061.88	28,593	1,096.74	29,451	1,129.64	30,629	1,174.82
	Step3	27,474	1,053.80	28,298	1,085.42	29,147	1,114.92	30,022	1,151.52	30,922	1,186.06	32,159	1,233.51
	Step4	28,329	1,086.60	29,179	1,119.20	30,054	1,149.62	30,956	1,187.36	31,885	1,222.98	33,160	1,271.90
	Step 5	29,183	1,119.36	30,059	1,152.94	30,960	1,184.28	31,889	1,223.15	32,846	1,259.85	34,160	1,310.24
	Step 6	30,037	1,152.11	30,938	1,186.68	31,867	1,218.94	32,823	1,258.95	33,807	1,296.71	35,159	1,348.58
GRADE 4													
Dog Warden	Step1	25,036	960.29	25,787	989.10	26,561	1,015.99	27,358	1,049.34	28,178	1,080.82	29,306	1,124.05
Parking Enforcement Officer	Step2	26,230	1,006.07	27,017	1,036.25	27,827	1,064.42	28,662	1,099.36	29,522	1,132.34	30,703	1,177.63
Parking Service Repair	Step3	27,540	1,056.33	28,366	1,088.01	29,217	1,117.59	30,094	1,154.27	30,996	1,188.90	32,236	1,236.46
Code Enforcement Officer	Step4	28,394	1,089.08	29,246	1,121.75	30,123	1,152.25	31,027	1,190.07	31,958	1,225.77	33,236	1,274.80
	Step 5	29,248	1,121.84	30,125	1,155.49	31,029	1,186.91	31,960	1,225.86	32,919	1,262.64	34,236	1,313.15
	Step 6	30,102	1,154.60	31,005	1,189.23	31,935	1,221.56	32,893	1,261.66	33,880	1,299.51	35,235	1,351.49
GRADE 5													
Assessor Aide	Step1	25,231	967.78	25,988	996.81	26,768	1,023.91	27,571	1,057.52	28,398	1,089.24	29,534	1,132.81
Maintenance Assistance	Step2	26,432	1,013.84	27,225	1,044.26	28,042	1,072.65	28,883	1,107.85	29,750	1,141.09	30,940	1,186.73
	Step3	27,754	1,064.54	28,587	1,096.48	29,444	1,126.29	30,328	1,163.26	31,238	1,198.15	32,487	1,246.08
	Step4	28,608	1,097.30	29,466	1,130.22	30,350	1,160.95	31,261	1,199.05	32,199	1,235.02	33,487	1,284.42
	Step 5	29,462	1,130.06	30,346	1,163.96	31,257	1,195.60	32,194	1,234.85	33,160	1,271.89	34,486	1,322.77
	Step 6	30,316	1,162.82	31,226	1,197.70	32,163	1,230.26	33,127	1,270.64	34,121	1,308.76	35,486	1,361.11

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 08 2008

ADMINISTRATION

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 6													
Dockmaster	Step1	27,100	1,039.44	27,913	1,070.62	28,750	1,099.73	29,612	1,135.82	30,501	1,169.90	31,721	1,216.69
Laborer	Step2	28,391	1,088.96	29,242	1,121.63	30,120	1,152.12	31,023	1,189.94	31,954	1,225.63	33,232	1,274.66
Senior Clerk	Step3	29,811	1,143.45	30,706	1,177.75	31,627	1,209.77	32,576	1,249.48	33,553	1,286.96	34,895	1,338.44
	Step4	30,664	1,176.16	31,584	1,211.45	32,532	1,244.38	33,508	1,285.23	34,513	1,323.78	35,893	1,376.73
	Step 5	31,518	1,208.92	32,464	1,245.19	33,438	1,279.04	34,441	1,321.02	35,474	1,360.65	36,893	1,415.08
	Step 6	32,372	1,241.68	33,343	1,278.93	34,344	1,313.70	35,374	1,356.81	36,435	1,397.52	37,893	1,453.42

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 7													
Mechanics Helper	Step1	27,335	1,048.47	28,155	1,079.93	29,000	1,109.28	29,870	1,145.69	30,766	1,180.06	31,997	1,227.27
Motor Equip. Service Ass't	Step2	28,637	1,098.40	29,496	1,131.35	30,381	1,162.11	31,292	1,200.25	32,231	1,236.26	33,520	1,285.71
	Step3	30,069	1,153.33	30,971	1,187.93	31,900	1,220.23	32,857	1,260.28	33,843	1,298.09	35,197	1,350.01
	Step4	30,922	1,186.05	31,850	1,221.63	32,805	1,254.84	33,789	1,296.03	34,803	1,334.91	36,195	1,388.31
	Step 5	31,776	1,218.81	32,729	1,255.37	33,711	1,289.50	34,723	1,331.82	35,764	1,371.78	37,195	1,426.65
	Step 6	32,630	1,251.57	33,609	1,289.11	34,617	1,324.16	35,656	1,367.62	36,725	1,408.65	38,194	1,464.99

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 8													
Bus Operator	Step1	27,562	1,057.18	28,389	1,088.89	29,241	1,118.50	30,118	1,155.21	31,021	1,189.86	32,262	1,237.46
Rec. Assistant	Step2	28,873	1,107.47	29,740	1,140.70	30,632	1,171.71	31,551	1,210.17	32,497	1,246.47	33,797	1,296.33
Youth Advocate	Step3	30,317	1,162.86	31,227	1,197.74	32,164	1,230.30	33,129	1,270.69	34,122	1,308.81	35,487	1,361.16
Zoo Caretaker	Step4	31,170	1,195.57	32,105	1,231.44	33,069	1,264.92	34,061	1,306.44	35,082	1,345.63	36,486	1,399.45
	Step 5	32,024	1,228.33	32,985	1,265.18	33,975	1,299.58	34,994	1,342.23	36,044	1,382.50	37,485	1,437.80
	Step 6	32,878	1,261.09	33,865	1,298.92	34,881	1,334.23	35,927	1,378.02	37,005	1,419.37	38,485	1,476.14

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 9													
Operator Trainee	Step1	27,756	1,064.63	28,589	1,096.57	29,447	1,126.38	30,330	1,163.35	31,240	1,198.25	32,490	1,246.18
Stenographer	Step2	29,077	1,115.29	29,949	1,148.75	30,848	1,179.98	31,773	1,218.71	32,727	1,255.27	34,036	1,305.48
	Step3	30,531	1,171.04	31,446	1,206.17	32,390	1,238.96	33,362	1,279.62	34,362	1,318.01	35,737	1,370.73
	Step4	31,385	1,203.79	32,326	1,239.91	33,296	1,273.61	34,295	1,315.42	35,324	1,354.88	36,737	1,409.07
	Step 5	32,239	1,236.55	33,206	1,273.65	34,202	1,308.27	35,228	1,351.21	36,285	1,391.75	37,736	1,447.42
	Step 6	33,093	1,269.31	34,085	1,307.39	35,108	1,342.93	36,161	1,387.01	37,246	1,428.62	38,736	1,485.76

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 10													
Account Clerk	Step1	27,821	1,067.11	28,656	1,099.12	29,515	1,129.00	30,401	1,166.06	31,313	1,201.04	32,565	1,249.08
	Step2	29,145	1,117.89	30,019	1,151.43	30,920	1,182.73	31,848	1,221.55	32,803	1,258.20	34,115	1,308.53
	Step3	30,602	1,173.76	31,520	1,208.98	32,465	1,241.84	33,439	1,282.60	34,442	1,321.08	35,820	1,373.92
	Step4	31,456	1,206.52	32,399	1,242.72	33,371	1,276.50	34,372	1,318.40	35,404	1,357.95	36,820	1,412.27
	Step 5	32,310	1,239.28	33,279	1,276.45	34,277	1,311.16	35,306	1,354.19	36,365	1,394.82	37,819	1,450.61
	Step 6	33,164	1,272.03	34,159	1,310.19	35,183	1,345.81	36,239	1,389.99	37,326	1,431.69	38,819	1,488.95

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 11													
Computer Operator	Step1	28,726	1,101.82	29,588	1,134.87	30,475	1,165.73	31,390	1,203.99	32,331	1,240.11	33,625	1,289.71
Engineering Aide	Step2	30,092	1,154.23	30,995	1,188.86	31,925	1,221.18	32,883	1,261.26	33,869	1,299.10	35,224	1,351.06
Environmental Educator	Step3	31,598	1,211.97	32,546	1,248.33	33,522	1,282.27	34,528	1,324.35	35,564	1,364.09	36,986	1,418.65
Motor Equip. Operator	Step4	32,452	1,244.73	33,425	1,282.07	34,428	1,316.93	35,461	1,360.15	36,525	1,400.95	37,986	1,456.99
Jr. Planning Aid	Step 5	33,305	1,277.45	34,304	1,315.77	35,333	1,351.54	36,393	1,395.90	37,485	1,437.78	38,984	1,495.29
Urban Cultural Parks Coordinator	Step 6	34,159	1,310.20	35,184	1,349.51	36,239	1,386.20	37,326	1,431.69	38,446	1,474.64	39,984	1,533.63

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 12													
Dispatcher	Step1	29,697	1,139.05	30,588	1,173.22	31,505	1,205.12	32,450	1,244.67	33,424	1,282.01	34,761	1,333.29
Building Inspector	Step2	31,111	1,193.29	32,044	1,229.09	33,006	1,262.51	33,996	1,303.95	35,016	1,343.06	36,416	1,396.79
Maintenance Assistant	Step3	32,665	1,252.91	33,645	1,290.50	34,654	1,325.58	35,694	1,369.09	36,765	1,410.16	38,235	1,466.57
Motor Equip.Operator-Heavy	Step4	33,519	1,285.67	34,525	1,324.24	35,560	1,360.24	36,627	1,404.88	37,726	1,447.03	39,235	1,504.91
Payroll Clerk	Step 5	34,374	1,318.46	35,405	1,358.02	36,468	1,394.94	37,562	1,440.72	38,688	1,483.94	40,236	1,543.30
Purchasing Assistant	Step 6	35,228	1,351.22	36,285	1,391.76	37,374	1,429.59	38,495	1,476.51	39,650	1,520.81	41,236	1,581.64
Rec. Leader													
Sewer Maintenance Ass't													
Administrative Aide													
Stock Clerk													

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 13													
Computer Coordinator	Step1	29,934	1,148.17	30,832	1,182.61	31,757	1,214.76	32,710	1,254.63	33,691	1,292.27	35,039	1,343.96
Purchasing Assistant	Step2	31,111	1,193.29	32,044	1,229.09	33,006	1,262.51	33,996	1,303.95	35,016	1,343.06	36,416	1,396.79
Senior Account Clerk	Step3	32,665	1,252.91	33,645	1,290.50	34,654	1,325.58	35,694	1,369.09	36,765	1,410.16	38,235	1,466.57
Senior Account Clerk Typist	Step4	33,519	1,285.67	34,525	1,324.24	35,560	1,360.24	36,627	1,404.88	37,726	1,447.03	39,235	1,504.91
Weighmaster	Step 5	34,374	1,318.46	35,405	1,358.02	36,468	1,394.94	37,562	1,440.72	38,688	1,483.94	40,236	1,543.30
	Step 6	35,228	1,351.22	36,285	1,391.76	37,374	1,429.59	38,495	1,476.51	39,650	1,520.81	41,236	1,581.64

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 14													
Mechanic	Step1	31,295	1,200.37	32,234	1,236.39	33,201	1,270.00	34,197	1,311.68	35,223	1,351.03	36,632	1,405.07
Motor Equip Op.-Extra Heavy	Step2	32,785	1,257.51	33,769	1,295.23	34,782	1,330.44	35,825	1,374.11	36,900	1,415.33	38,376	1,471.95
	Step3	34,424	1,320.38	35,457	1,359.99	36,521	1,396.96	37,616	1,442.81	38,745	1,486.09	40,294	1,545.54
	Step4	35,277	1,353.09	36,335	1,393.68	37,425	1,431.57	38,548	1,478.56	39,705	1,522.92	41,293	1,583.83
	Step 5	36,132	1,385.89	37,216	1,427.47	38,333	1,466.27	39,483	1,514.40	40,667	1,559.83	42,294	1,622.22
	Step 6	36,986	1,418.65	38,096	1,461.21	39,239	1,500.93	40,416	1,550.19	41,628	1,596.70	43,293	1,660.57

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 15													
Administrative Assistant	Step1	31,636	1,213.44	32,585	1,249.84	33,563	1,283.82	34,570	1,325.96	35,607	1,365.73	37,031	1,420.36
Assistant Building Inspector	Step2	33,141	1,271.18	34,136	1,309.31	35,160	1,344.91	36,215	1,389.05	37,301	1,430.72	38,793	1,487.95
Assistant City Planner	Step3	34,799	1,334.74	35,843	1,374.78	36,918	1,412.16	38,025	1,458.51	39,166	1,502.26	40,733	1,562.35
Foreman	Step4	35,653	1,367.50	36,722	1,408.52	37,824	1,446.81	38,959	1,494.30	40,127	1,539.13	41,732	1,600.70
Labor Foreman	Step 5	36,508	1,400.29	37,603	1,442.30	38,731	1,481.51	39,893	1,530.14	41,090	1,576.04	42,733	1,639.09
Maintenance Foreman	Step 6	37,361	1,433.01	38,481	1,476.00	39,636	1,516.13	40,825	1,565.89	42,050	1,612.87	43,732	1,677.38
Maintenance Welder													
Plumbing Inspector													
Property Manager													
Senior Engineering Aide													
Sign Painter													
Transit Supervisor													
Working Supervisor													

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 16													
Deputy Clerk	Step1	33,354	1,279.32	34,354	1,317.70	35,385	1,353.52	36,446	1,397.94	37,540	1,439.88	39,041	1,497.48
Deputy Assessor	Step2	34,943	1,340.27	35,991	1,380.48	37,071	1,418.01	38,183	1,464.55	39,329	1,508.49	40,902	1,568.83
Principal Account Clerk	Step3	36,689	1,407.25	37,790	1,449.47	38,923	1,488.88	40,091	1,537.74	41,294	1,583.88	42,946	1,647.23
Safety Officer	Step4	37,543	1,440.01	38,669	1,483.21	39,830	1,523.53	41,024	1,573.54	42,255	1,620.74	43,945	1,685.57
Sewer Foreman	Step 5	38,397	1,472.77	39,549	1,516.95	40,736	1,558.19	41,958	1,609.33	43,216	1,657.61	44,945	1,723.92
Street Foreman	Step 6	39,250	1,505.48	40,428	1,550.65	41,640	1,592.80	42,890	1,645.08	44,176	1,694.44	45,943	1,762.21
Transfer Station Operator													
WWTP Lab Technician													
WWTP Operator													

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 17													
Carpenter	Step1	37,013	1,419.66	38,123	1,462.25	39,267	1,502.01	40,445	1,551.31	41,658	1,597.84	43,324	1,661.76
Garage Foreman	Step2	38,773	1,487.17	39,936	1,531.79	41,134	1,573.43	42,368	1,625.07	43,639	1,673.83	45,385	1,740.78
Traffic Electrician	Step3	40,712	1,561.56	41,933	1,608.40	43,191	1,652.13	44,487	1,706.36	45,822	1,757.55	47,655	1,827.85
Engineering Tech.	Step4	41,566	1,594.31	42,813	1,642.14	44,097	1,686.79	45,420	1,742.15	46,783	1,794.42	48,654	1,866.19
Recreation Admin.	Step 5	42,419	1,627.03	43,692	1,675.84	45,002	1,721.40	46,352	1,777.90	47,743	1,831.24	49,653	1,904.49
Network Supp. Tech	Step 6	43,273	1,659.79	44,571	1,709.58	45,908	1,756.06	47,286	1,813.70	48,704	1,868.11	50,652	1,942.83

		2006 Annual	2006 Bi-Week	2007 Annual	2007 Bi-Week	2008 Annual	2008 Bi-Week	2009 Annual	2009 Bi-Week	2010 Annual	2010 Bi-Week	2011 Annual	2011 Bi-Week
GRADE 18													
Asst. Super. Field	Step1	42,785	1,641.07	44,069	1,690.30	45,391	1,736.25	46,752	1,793.24	48,155	1,847.04	50,081	1,920.92
Asst. Super. Sanit.	Step2	43,639	1,673.83	44,948	1,724.04	46,297	1,770.91	47,686	1,829.04	49,116	1,883.91	51,081	1,959.26
WWTP Senior Operator	Step3	44,492	1,706.54	45,827	1,757.74	47,202	1,805.53	48,618	1,864.79	50,076	1,920.73	52,079	1,997.56
	Step4	45,346	1,739.30	46,706	1,791.48	48,108	1,840.18	49,551	1,900.58	51,037	1,957.60	53,079	2,035.90
	Step 5	46,200	1,772.06	47,586	1,825.22	49,014	1,874.84	50,484	1,936.38	51,999	1,994.47	54,079	2,074.25
	Step 6	47,054	1,804.81	48,466	1,858.96	49,920	1,909.50	51,417	1,972.17	52,960	2,031.33	55,078	2,112.59

RESOLUTION #188 of 2007

RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF KINGSTON, NEW YORK, APPROVING A
CONTRACT BETWEEN THE CITY AND THE
KINGSTON PROFESSIONAL FIREFIGHTERS ASSOC.
LOCAL 461 FOR THE YEARS 2008, 2009, 2010, 2011

Sponsored by: Finance/Economic Development Committee
Aldermen Reynolds, Teetsel, Walker, DiBella, Senor

WHEREAS, the Common Council of the City of Kingston has received a Memorandum of Agreement for a four (4) year contract between the Kingston Professional Firefighters Association Local 461 and the City of Kingston; and

WHEREAS, salary increases have been negotiated between the City of Kingston and the members of the negotiating unit of the KPFA Local 461 unit; and

WHEREAS, both parties have agreed to the following salary increases and other items included in the attached Memoranda of Agreement:

1. Effective January 1, 2008 - 3.25% wage increase
2. Effective January 1, 2009 - 3.25% wage increase
3. Effective January 1, 2010 - 3.25% wage increase
4. Effective January 1, 2011 - 4.25% wage increase

WHEREAS, the Finance/Economic Development Committee has received, reviewed and approved this request:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the attached Memoranda of Agreement between the City of Kingston and the Kingston Professional Firefighters Association Local 461 for the years 2008, 2009, 2010, 2011 be approved.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this 15th

day of October 2007.



Approved by the Mayor this 18th

day of October 2007.

